



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

August 29, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AMENDMENT NO. 1 TO LEASE NO. 73293
ALTERNATE PUBLIC DEFENDER
3655 TORRANCE BOULEVARD, TORRANCE
(FOURTH DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor to sign Amendment No. 1 to Lease No. 73293 with Omnis International, LLC, (Lessor), for 3,763 rentable feet of office space located at 3655 Torrance Boulevard, Torrance, for the office of the Alternate Public Defender (APD) at an annual rental rate of \$81,281. The APD is a net County cost program.
2. Find that the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Class 1, Section r of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301(b)(3) of the State CEQA Guidelines.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since April 13, 2001, the APD has occupied approximately 2,888 rentable square feet of office space at the subject facility. The proposed new lease will expand the premises by 875 square feet to a total of 3,763 rentable square feet for 14 employees representing an increase of 4 over the existing 10 budgeted employee positions.

The APD services the entire Los Angeles County court system. However, the location of the existing lease facility is desirable in that it primarily serves the Torrance court area and is in close proximity to the Torrance Courthouse.

The existing lease term expired April 12, 2006, and the APD is currently operating on a month-to-month holdover basis. The APD has requested that a new lease be executed for the uninterrupted continuance of their operations at the facility as well as to allow for program growth. Adoption of the proposed lease will provide APD the central office space necessary for the region.

IMPLEMENTATION OF STRATEGIC GOALS

The Countywide Strategic Plan directs that we provide organizational effectiveness and ensure that service delivery systems are efficient, effective and goal oriented (Goal 3) and that we strengthen the County's fiscal capacity (Goal 4). In this case, the proposed lease amendment supports these goals with suitably located office space with appropriate workspace for the APD as further outlined in Attachment A.

FISCAL IMPACT/FINANCING

The proposed lease amendment will provide APD the use of 3,763 rentable square feet of office space at a fixed monthly rent of \$6,773.40 per month, or \$81,281 annually.

3655 TORRANCE BLVD., TORRANCE	EXISTING LEASE	PROPOSED LEASE	CHANGE
Area (square feet)	2,888	3,763	+875
Term	04/13/01 to 04/12/06 currently month-to-month	five years upon Board adoption	+ five years
Annual Base Rent	\$60,648 or \$21.00/sq. ft., full-service gross	\$81,281 or \$21.60/sq. ft., full-service gross	+ \$20,633 or \$.60/sq.ft.
Tenant Improvements	New carpet and paint	New carpet and paint	+ \$15,052 or \$4/sq.ft. (estimate)
Parking (included in rent)	10 off-street unreserved spaces	14 off-street unreserved spaces	+ 4
Cancellation	90 days prior written notice	After two years with 90 days prior written notice	+ two years
Option to Renew	One five-year option	One five-year option	None
Rental Adjustment	\$.10/sq. ft. increase at 31 st month	None (rent fixed for term)	No increase

This is a full-service lease whereby the Lessor is responsible for all operating costs associated with the County's occupancy. The rental rate of \$1.80/\$21.60 per square foot per month/year is fixed for the five year term of the lease. Parking is included in the proposed rental rate.

Sufficient funding for the rent of the proposed amendment is included in the 2006-07 Rent Expense budget and will be billed back to the APD. Sufficient funding is available in the APD operating budget to cover projected lease costs. The rental cost for APD is 100 percent net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed lease will provide 3,763 rentable square feet of office space and 14 parking spaces. APD intends to acquire furniture for the additional office space as needed. The proposed lease contains the following provisions:

- Commencement of the new rent and five-year term upon approval by your Board;
- A full-service gross basis with the Lessor responsible for all operating and maintenance costs;
- The Lessor will provide new paint and carpet as necessary for the subject facility at its own expense;
- A cancellation provision at or anytime after two years by giving 90 days prior written notice.

The Torrance Health Center has recently undergone seismic repairs financed by 1994 Earthquake FEMA funds and became substantially improved for County use. The Chief Administrative Office (CAO) is currently working with the Public Defender as a potential backfill for this refurbished site. The square footage of the Torrance Health Center is of sufficient size to meet the space needs of the Public Defender, but not large enough to accommodate the space requirements of both departments.

The CAO Real Estate Division staff conducted a survey within the project area to determine the availability of comparable and more economical sites. Based upon said survey, staff has established that the rental range for similar space is between \$19.80 and \$28.20 per square foot per year full-service gross. Thus, the annual rental rate of \$21.60 per square foot per year, full-service gross for the proposed lease represents a rate in the middle range for the area. Attachment B shows County-owned or leased facilities in the proximity of the service area and apart from the Torrance Health Center, there are no suitable County-owned or leased facilities available for the program.

The Department of Public Works has completed a seismic inspection of the facility and found it suitable for the County's continued occupancy.

The premises in the proposed lease are located in a commercial mid-rise building and it does not provide the necessary amenities to operate a childcare center nor is it feasible for the department at this time.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT

This Office has made a Preliminary Review of the project and has determined that this project is exempt from CEQA pursuant to Class 1, Section r, of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987, and Section 15301 (b) of the State CEQA Guidelines.

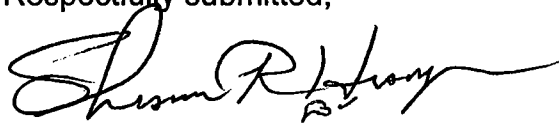
IMPACT ON CURRENT SERVICES (OR PROJECTS)

It is the finding of the CAO that the proposed lease is in the best interests of the County and will provide the space necessary for APD to continue program operations. In accordance with your Board policy on the housing of any County offices or activities, the APD concurs in the lease recommendation.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors return two originals of executed Amendment No. 1 to Lease No. 73293, the certified copy of the Minute Order and the adopted, stamped Board letter to the CAO Real Estate Division at 222 South Hill Street, 4th Floor, Los Angeles, CA 90012.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David E. Janssen", with a stylized flourish at the end.

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:WLD
CEM:NCH:hd

c: County Counsel
Auditor-Controller
Alternate Public Defender

OFFICE OF THE ALTERNATE PUBLIC DEFENDER
3655 TORRANCE BOULEVARD, TORRANCE
Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A
	A	Does lease consolidate administrative functions? ²			X
	B	Does lease co-locate with other functions to better serve clients? ²	X		
	C	Does this lease centralize business support functions? ²			X
	D	Does this lease meet the guideline of 200 sq. ft of space per person? ² Larger space required to house lawyers and support staff. Ratio = 268 sf per person.		X	
2.	<u>Capital</u>				
	A	Is it a substantial net County cost (NCC) program?	X		
	B	Is this a long term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
	D	If no, are there any suitable County-owned facilities available? Awaiting what program(s) will be placed in Torrance Health Center upon renovation.			X
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report attached as Attachment B?	X		
	G	Was build-to-suit or capital project considered? Space requirement does not meet requirement to consider these type of projects.		X	
3.	<u>Portfolio Management</u>				
	A	Did department utilize CAO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?	X		
	D	Why was this program not co-located?			
		1. ____ The program clientele requires a "stand alone" facility.			
		2. ____ No suitable County occupied properties in project area.			
		3. ____ No County-owned facilities available for the project.			
		4. ____ Could not get City clearance or approval.			
		5. <u>X</u> The Program is being co-located.			
	E	Is lease a full service lease? ²	X		
	F	Has growth projection been considered in space request?	X		
	G	Has the Dept. of Public Works completed seismic review/approval?	X		
	¹ As approved by the Board of Supervisors 11/17/98				

²If not, why not?

ATTACHMENT B

**OFFICE OF THE ALTERNATE PUBLIC DEFENDER
SPACE SEARCH - 5 MILE RADIUS FROM TORRANCE COURTHOUSE**

LACO	FACILITY NAME	ADDRESS	SQUARE GROSS	FEET NET	OWNERSHIP	SQUARE FEET
A170	SHERIFF-SOUTH BAY VEHICLE THEFT OPERATIONS	ONE SPACE PARK DR., REDONDO BEACH 90278	1053	1053	GRATIS USE	NONE
3908	HS-LAWNDALE HEALTH CTR(CLOSED)/PUBLIC LIBRARY	14616 GREVILLEA AVE, LAWNDALE 90260	9626	5254	OWNED	NONE
B710	PW-INC CITY OFFICE (LAWNDALE)	14717 BURIN AVE, LAWNDALE 90260	80	76	GRATIS USE	NONE
0069	PW ROAD-DIV #232 MAINTENANCE YARD OFFICE	4055 W MARINE AVE, LAWNDALE 90260	800	720	OWNED	NONE
6721	PUBLIC LIBRARY-MASAO W SATOW LIBRARY	14433 S CRENSHAW BLVD, GARDENA 90249	6639	5884	OWNED	NONE
5161	PUBLIC LIBRARY-GARDENA MAYME DEAR LIBRARY	1731 W GARDENA BLVD, GARDENA 90247	14122	11534	OWNED	NONE
5335	PUBLIC LIBRARY-HERMOSA BEACH LIBRARY	550 PIER AVE, HERMOSA BEACH 90254	6496	5084	OWNED	NONE
F235	PW FLOOD-REDONDO YARD OFFICE	615 E ANITA ST, REDONDO BEACH 90278	1080	972	OWNED	NONE
A117	REDONDO BEACH COURTHOUSE	117 W TORRANCE BLVD, REDONDO BEACH 90277	3959	2881	LEASED	NONE
A375	REDONDO BEACH COURTHOUSE-ADMIN OFFICES	109 W TORRANCE BLVD, REDONDO BEACH 90277	1958	1860	LEASED	NONE
A374	REDONDO BEACH COURTHOUSE-ANNEX	105 W TORRANCE BLVD, REDONDO BEACH 90277	5642	5360	LEASED	NONE
A655	ALT PD-TORRANCE BRANCH OFFICES	3655 TORRANCE BLVD, TORRANCE 90503	2898	2801	LEASED	NONE
A655	PUBLIC DEFENDER	3655 TORRANCE BLVD, TORRANCE 90503	8106	4968	LEASED	NONE
T825	TORRANCE COURT-STEPHEN E O'NEIL JURY ASSEMBLY	825 MAPLE AVE, TORRANCE 90503-5058	2880	2736	OWNED	NONE
5177	TORRANCE COURTHOUSE	825 MAPLE AVE, TORRANCE 90503-5058	155368	75242	FINANCED	NONE
5043	TORRANCE COURTHOUSE-ANNEX	3221 TORRANCE BLVD, TORRANCE 90503	16996	9560	OWNED	NONE
T019	TORRANCE COURTHOUSE-TRAFFIC DIVISION	3221 TORRANCE BLVD, TORRANCE 90503	2880	2808	OWNED	NONE
A414	DCFS-REGION II HEADQUARTERS/ TORRANCE OFFICE	2325 CRENSHAW BLVD, TORRANCE 90501	60804	57764	LEASED	NONE
2063	HARBOR-REI ADMINISTRATION BUILDING N-14	1124 W CARSON ST, TORRANCE 90502	11802	8829	OWNED	NONE
A074	CSSD-DIVISION V HDQTERS/ TORRANCE HEALTH CTR	20221 S HAMILTON ST, TORRANCE 90502-1321	66825	54835	LEASED	NONE
2958	DHS-CHILD HEALTH DISABILITY & PREVENTION N-34	1000 W CARSON ST, TORRANCE 90502	1125	874	OWNED	NONE
Y737	HARBOR-AF PARLOW HEALTH LIBRARY	1000 W CARSON ST, TORRANCE 90502	22846	20003	OWNED	NONE
2114	HARBOR-COUNTY TRANSPORTATION OFFICE H-1	1000 W CARSON ST, TORRANCE 90502	830	670	OWNED	NONE
2963	HARBOR-DHS-CHDP OFFICE COTTAGE #14	1000 W CARSON ST, TORRANCE 90502	875	678	OWNED	NONE
T606	HARBOR-ENVIRONMENTAL HEALTH & SAFETY BLD N-32	1000 W CARSON ST, TORRANCE 90502	3600	3144	OWNED	NONE
2101	HARBOR-HOSPITAL PLANNING & ARCH/MECHANICAL F4	1000 W CARSON ST, TORRANCE 90502	5804	5544	OWNED	NONE
T530	HARBOR-HUMAN RESOURCES TRAILERS L-2 & L-3	1000 W CARSON ST, TORRANCE 90502	1034	872	OWNED	NONE
2061	HARBOR-MEDICAL RECORDS BLDG N-6	1000 W CARSON ST, TORRANCE 90502	2257	1824	OWNED	NONE
2869	HARBOR-MEDICAL RECORDS OFFICE F-8	1000 W CARSON ST, TORRANCE 90502	4040	2836	OWNED	NONE
2964	HARBOR-NURSING (HOME HEALTH CARE) COTTAGE #16	1000 W CARSON ST, TORRANCE 90502	875	678	OWNED	NONE
X907	HARBOR-NURSING PRACTICE AFFAIRS BUILDING N-18	1000 W CARSON ST, TORRANCE 90502	2160	1586	OWNED	NONE
T531	HARBOR-PATIENT FINANCIAL SERVICES 3-SOUTH	1000 W CARSON ST, TORRANCE 90502	12240	9936	OWNED	NONE
T529	HARBOR-PAYROLL TRAILER L-4	1000 W CARSON ST, TORRANCE 90502	2160	1423	OWNED	NONE
2965	HARBOR-PEDIATRICS COTTAGE #18	1000 W CARSON ST, TORRANCE 90502	875	678	OWNED	NONE
2054	HARBOR-PUBLIC HEALTH PROGRAMS BLDG N-22	1000 W CARSON ST, TORRANCE 90502	2650	2120	OWNED	NONE
X904	HARBOR-REI EMERGENCY MEDICINE OFFICE N-7	1000 W CARSON ST, TORRANCE 90502	1011	672	OWNED	NONE
2093	HARBOR-REI MEDICINE OFFICES E-2	1000 W CARSON ST, TORRANCE 90502	4007	3611	OWNED	NONE
2870	HARBOR-REI NEUROLOGY BUILDING F-9	1000 W CARSON ST, TORRANCE 90502	5184	3863	OWNED	NONE
2095	HARBOR-REI PEDIATRICS/ EMERGENCY MEDICINE E-4	1000 W CARSON ST, TORRANCE 90502	10051	7219	OWNED	NONE
2127	HARBOR-WOMEN'S HEALTHCARE PROGRAMS BLDG N-35	1000 W CARSON ST, TORRANCE 90502	1535	1192	OWNED	NONE
0921	HS-OLD TORRANCE PUBLIC HEALTH CENTER (CLOSED)	2300-2320 W CARSON ST, TORRANCE 90501	11306	6036	OWNED	6036
4479	ANIMAL CONTROL #3-ADMINISTRATION BUILDING	216 W VICTORIA ST, CARSON 90248	1495	704	OWNED	NONE
5861	PUBLIC LIBRARY-CARSON REGIONAL LIBRARY	151 E CARSON ST, CARSON 90745	33112	27001	OWNED	NONE
6087	PUBLIC LIBRARY-VICTORIA PARK LIBRARY	17906 S AVALON BLVD, CARSON 90748	5024	4084	OWNED	NONE
A389	PW-INC CITY OFFICE/AREA 1	701 E CARSON ST, CARSON 90745	1125	1125	GRATIS USE	NONE
A389	FIRE PREVENTION OFFICE	701 E CARSON ST, CARSON 90745	1314	1314	GRATIS USE	NONE
T525	SHERIFF-CARSON STATION TRAILER-MCAD	21356 S AVALON BLVD, CARSON 90745	672	605	OWNED	NONE
T523	SHERIFF-CARSON STATION TRAILER-SSGU	21356 S AVALON BLVD, CARSON 90745	612	551	OWNED	NONE
6130	SOUTH COAST-ADMINISTRATION BUILDING	26300 CRENSHAW BLVD, PV ESTATES	3003	2133	OWNED	NONE

**AMENDMENT NO. 1 TO LEASE NO. 73293
3655 TORRANCE BOULEVARD, TORRANCE**

THIS AMENDMENT NO. 1 TO LEASE NO. 73293 ("Amendment No. 1") is made, entered and dated as of this _____ day of _____, 2006 by and between OMNIS INTERNATIONAL, LLC, a California limited liability company ("Lessor") and the COUNTY OF LOS ANGELES, a body corporate and politic ("Lessee").

RECITALS:

WHEREAS, Lease No. 73293 ("Lease") was executed by and between Lessor and Lessee on April 3, 2001, whereby the Lessor leased to Lessee those certain premises containing approximately 2,888 rentable square feet of office space in a building located at 3655 Torrance Boulevard, Suite 490, Torrance, for a term of five years, and;

WHEREAS, Lessor and Lessee desire to extend the Lease term, lease an additional 875 square feet of office space in suite 440 for a total of 3,763 rentable square feet, and amend the terms of the Lease and;

WHEREAS, the terms of this Amendment No. 1 shall not become effective until such time that said Amendment No. 1 is executed by the parties hereto.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the rents, covenants and agreements herein contained, Lessor and Lessee hereby covenant and agree to amend the Lease as follows:

1. **DESCRIPTION OF PREMISES:** Effective upon execution of this Amendment, Section 1, DESCRIPTION OF PREMISES, is amended as follows:

The third paragraph is deleted in its entirety and the following is substituted therefor:

Suites 490 and 440 of the above listed building, which comprises approximately 3,763 rentable square feet.

The first and second sentences of the fourth paragraph are deleted in their entirety and the following is substituted therefor:

The Premises shall consist of approximately 3,763 rentable square feet and 14 surface parking spaces.

2. **TERM:** Effective upon execution of this Amendment No. 1, Section 2.A., Original Term, is deleted in its entirety and the following substituted therefor:

The extended term of this Lease shall be five years, commencing upon approval by the mutual execution of the parties hereto and ending five years thereafter (the "Extended Term"), unless otherwise extended or renewed, or terminated earlier in accordance with the conditions and provisions contained herein or modified by future amendment(s).

3. **RENT:** Effective upon execution of this Amendment No. 1, Section 3, RENT, is hereby deleted in its entirety and the following is substituted therefor:

The Lessee hereby agrees to pay as rent for the Premises during the extended Lease Term, the sum of six thousand seven hundred seventy-three and 40/100 dollars (\$6,773.40) per month, i.e., \$1.80 per rentable square foot per month, payable in advance by Auditor's General Warrant. Rental payments shall be payable within fifteen days after the first day of each and every month of the Extended Term, provided Lessor has caused a claim therefor for each such month to be filed with the Auditor of the County of Los Angeles prior to the first day of each month.

4. **CANCELLATION:** Effective upon execution of this Amendment No. 1, Section 5, CANCELLATION, is hereby deleted in its entirety and the following is substituted therefor:

Lessee shall have the right to cancel this Lease at or any time after two years from the commencement of the Extended Term by providing the Lessor at least 90 days prior written notice by Chief Administrative Office letter. In the event of such cancellation, Lessee will pay a fee equal to the unamortized portion of brokerage commissions amortized at nine percent (9%) interest.

5. **PARKING:** Effective upon execution of this Amendment No. 1, Section 20, PARKING SPACES, is amended as follows:

The first paragraph is deleted in its entirety and the following is substituted therefor:

Lessor, at its sole cost and expense, shall provide for the exclusive use by Lessee during the term of this Lease and any renewal or holdover period thereof, 14 off-street in-and-out parking spaces located in the existing parking lot for the building at 3655 Torrance Blvd. No tandem spaces will be included and all spaces will be "in and out" as long as that design is consistent with County policy. Any existing signage or reserved parking currently allocated to the Alternate Public Defender shall remain in place.

The second paragraph is amended to change "ten (10)," wherever it appears, to "14."

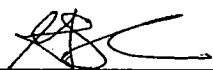
6. **PREPARATION OF PREMISES:** Effective upon execution of this Amendment No. 1, Section 25, PREPARATION OF PREMISES, subsection A will be deleted in its entirety and the following substituted therefor:

Lessor shall paint suites 440 and 490 as soon as commercially reasonable at a time mutually agreed to by the parties hereto. Lessor shall clean and shampoo all carpeting on the Premises, including without limitation maneuvering of existing boxes and unattached furniture as needed. Lessor shall install new window coverings as necessary (i.e., to replace any window coverings that are missing, damaged or worn out).

7. All undefined terms when used herein shall have the same respective meanings as are given under the Lease unless expressly provided otherwise in this Amendment No. 1.
8. Each of the signatories for the Lessor personally covenant, warrant and guarantee that each of them, jointly and severally, have the power and authority to execute this Amendment No. 1 upon the terms and conditions stated herein and each agrees to indemnify and hold harmless the Lessee from all damages, costs, and expenses, which result from a breach of this representation.
9. In the event of a conflict between the terms and conditions of this Amendment No. 1 and the terms and conditions of Lease No. 73293, the terms and conditions of this Amendment No. 1 shall prevail. All other terms and conditions Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Lessor has executed this Amendment No. 1 to Lease No. 73293 or caused it to be duly executed, and the County of Los Angeles by the order of the Board of Supervisors, has caused this Amendment No. 1 to be executed on its behalf by the Mayor of said Board and attested by the Clerk thereof the day, month, and year first above written.

LESSOR
OMNIS INTERNATIONAL, LLC

By 

Name: GARY CHAN

Title: member manager

By _____

Name: _____

Title: _____

LESSEE

COUNTY OF LOS ANGELES
a body politic and corporate

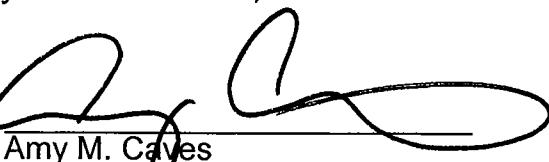
ATTEST:

Sachi A. Hamai
Executive Officer-Clerk
Of the Board of Supervisors

By Supervisor Michael D. Antonovich
Mayor, Los Angeles County

By _____
Deputy

APPROVED AS TO FORM:
Raymond G. Fortner, Jr.

By 
Amy M. Caves
Deputy County Counsel